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FOR

*Rndering Effectual an Agreement for making
a Partition of several Lands, Tenements, and
Hereditaments, in the County of Leicester, late
the Estates of James Sherard, Doctor of Phy-
sick, and Robert Freeman, Gentleman, de-
ceased; and for other Purposes therein men-
tioned.*



*Whereas John Edwin Esquire, and Mary Edwin his Wife,
Lebbius Hamphrey Gentleman, Christian Sharpe Spinster,
Henry Coleman Gentleman, and Ann Coleman his Wife,
James Tayler Gentleman, and the Reverend Samuel Sta-
burn, are the Owners and Proprietors of and intituled to
the Manor of Evington, in the County of Leicester, and di-
vers Freehold Messuages, Cottages, Homesteads, Farms,
Closes, Lands, Tenements, and Hereditaments, at Eving-
ton aforesaid; and also a Close called the Genty-Greys, at
Stoughton in the said County of Leicester, adjoining to the
Parish of Evington aforesaid (all which Premises were formerly the Estate and In-
heritance of James Sherard Doctor of Physick, deceased); and are also the Owners and
Proprietors of and intituled to a Messuage or Cottage, Homestead, Two Closes, and
Three Yard-Lands, at Burton Overy, in the said County of Leicester (formerly the
Estate and Inheritance of Robert Freeman Gentleman, deceased);*

*The present Pro-
prietors of the
Premises at
Evington,
Stoughton, and
Burton Overy.*

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And

Premises divid-
ble into Five
Shares.

And whereas the said Messuages, Cottages, Homesteads, Farms, Closes, Lands, Tenements, and Hereditaments, belong to and are vested in the said *John Edwin* and *Mary* his Wife, *Lebbeus Humphrey*, *Christian Sharpe* Spinster, *Henry Coleman* and *Ann* his Wife, *James Tayler*, and *Samuel Statbam*, respectively, as Coparceners, or as Tenants in common, in Five equal undivided Parts or Shares, whereof One undivided Fifth Part belongs to the said *John Edwin* and *Mary* his Wife; One other Fifth Part to the said *Henry Coleman* and *Ann* his Wife; One other Fifth Part to the said *James Tayler*; One other Fifth Part to the said *Samuel Statbam*; One Moiety of the remaining Fifth Part to the said *Lebbeus Humphrey*, and the other Moiety of the same Fifth Part to the said *Christian Sharpe*:

Bishop of Lincoln
Owner of the
Rectory.

And whereas the Bishop of *Lincoln* for the Time being is, in Right of his Bishoprick, seised of the Improprate Rectory of *Evington* aforesaid, and of the perpetual Advowson, Right of Patronage and Presentation, of, in, and to, the Vicarage and Church of *Evington* aforesaid; and is also intitled to all the Great or Rectorial Tythes, yearly arising, renewing, and increasing, within the said Parish and Fields of *Evington* aforesaid:

The Bishop's
Lease.

And whereas in and by One Indenture Tripartite, bearing Date the Twenty-third Day of *May* in the Year of our Lord One thousand Seven hundred and Fifty-nine, *John* the present Lord Bishop of *Lincoln* did demise and grant the Rectory or Parsonage Improprate of *Evington* aforesaid, and the Tythes of Corn and Hay, and all other Tythes, Fruits, Profits, and Hereditaments whatsoever, to the said Rectory or Parsonage Improprate belonging (other than and except the Advowson and Patronage of the Vicarage of *Evington* aforesaid), to the said *Samuel Statbam* and *Henry Coleman*, to hold to them, their Heirs and Assigns, during the natural Lives of one *Ann Goddard*, the aforesaid *Ann Coleman*, and one *Elizabeth Barker*, and the Life of the longer Liver of them, subject to such Rents, Payments, Covenants, and Provisions, as in the said Lease is or are mentioned, in Trust for them the said *Samuel Statbam* and *Henry Coleman*, and such other Persons as then were or might be lawfully intitled to the Manor of *Evington* aforesaid, or any Part thereof, as Devisees, or claiming under those who were Devisees thereof, by and under the last Will and Testament of the said Doctor *James Sherard* deceased:

The Right of
the Vicar.

And whereas the Vicar for the Time being of *Evington* aforesaid, in Right of the said Vicarage or Church of *Evington*, is intitled to an annual Pension of Thirty-eight Pounds, issuing out of the said Homesteads, Farms, Closes, Lands, and Tenements, at *Evington* aforesaid, in lieu of the Vicarial Tythes thereof, and payable in different and unequal Proportions, according to the Number of Yard-Lands of which the said Lands and Tenements at *Evington* aforesaid are said to consist; and the said Vicar for the Time being is also, in Right of his said Vicarage, intitled to another annual Rent or yearly Payment of Three Pounds, issuing out of the said last-mentioned Premises at *Evington* aforesaid:

Agreement by
Deed to divide.

And whereas in and by One Indenture of Seven Parts, bearing Date on or about the Twenty-third Day of *October* in the Year of our Lord One thousand Seven hundred and Sixty, and made, or mentioned to be made, between the said *John Edwin* and *Mary* his Wife, by the Names and Description of *John Edwin*, of *Baggrave Hall*, in the County of *Leicester*, Esquire, and *Mary Edwin* his Wife, One of the Daughters and Co-heirs of *Robert Freeman*, late of *Burton Overy*, in the said County of *Leicester*, Gentleman, deceased; by *Mary Freeman* his Wife, also deceased, who was Sister of *James Sherard*, late of *Eltham*, in the County of *Kent*, Doctor of Physick, deceased, of the First Part; *Richard Sharpe* of *Wing*, in the County of *Rutland*, Esquire, the said *Lebbeus Humphrey*, by the Name and Description of *Lebbeus Humphrey* of *Kibworth Harcourt*, in the said County of *Leicester*, Gentleman, who inter-

married

married with *Mary Sharpe* his late Wife, deceased, One of the Daughters and Co-heirs of *Christian Sharpe*, deceased (late Wife of the said *Richard Sharpe*), who was One other of the Daughters and Co-heirs of the said *Robert Freeman*, by the said *Mary Freeman*, and the said *Christian Sharpe* Spinster, by the Name and Description of *Christian Sharpe* Spinster, the other of the Two Daughters and Co-heirs of the said *Christian Sharpe*, deceased, by the said *Richard Sharpe*, of the Second Part; the said *Henry Coleman* and *Ann* his Wife, by the Names and Description of *Henry Coleman*, of *Barton Over* aforesaid, Gentleman, and *Ann Coleman* his Wife, formerly *Ann Freeman* Spinster, One other of the Daughters and Co-heirs of the said *Robert Freeman*, by the said *Mary Freeman*, of the Third Part; *John Talbot* of *Weston by Welland*, in the County of *Northampton*, Committee of the Person and Estate of *James Tayler* Gentleman, a Lunatic, only Son and Heir of *Samuel Tayler*, late of *Market Harborough*, in the said County of *Leicester*, Apothecary, deceased, by *Elizabeth Tayler* his Wife, also deceased, formerly *Elizabeth Freeman* Spinster; One other of the Daughters and Co-heirs of the said *Robert Freeman*, by the said *Mary Freeman*, of the Fourth Part; the said *Samuel Statham*, by the Name and Description of the Reverend *Samuel Statham*, of *Loughborough*, in the said County of *Leicester*, who intermarried with *Susanab Freeman*, his late Wife, deceased, the other of the Daughters and Co-heirs of the said *Robert Freeman*, by the said *Mary Freeman*, of the Fifth Part; *George Coulton* Clerk, Vicar of *Evington*, in the said County of *Leicester*, of the Sixth Part; and *Joshua Grundy* of *Tibornton*, in the said County of *Leicester*, Esquire, and *William Kemp* of *Belton*, in the said County of *Rutland*, Gentleman, of the Seventh Part; they the said *John Elwyn* and *Mary* his Wife, *Lebbeus Humphrey*, *Christian Sharpe* Spinster, *Henry Coleman* and *Ann* his Wife, *John Talbot*, the Committee for and on the Behalf of the said *James Tayler* the Lunatic, and *Samuel Statham*, for and on the Behalf of himself and of his Three Children, who are Minors, have mutually agreed that a Partition, Severance, and Division, shall be made of the aforesaid Messuages, Cottages, Homesteads, Farms, Closes, Lands, and Hereditaments, so vested in or belonging to them respectively as aforesaid (other than and except the said Minor and Rectory of *Evington* aforesaid), into Five Lots or Shares, to be drawn, ascertained, settled, and determined, in Manner and Form herein after mentioned and appointed in that Behalf: And that the Messuages, Cottages, Farms, Closes, Lands, and Hereditaments, which shall result or belong unto, or be drawn as and for the specifick Lots and Shares of the said several Owners and Proprietors respectively, upon and by such Partition and Division, should be held and enjoyed by them respectively, to and for such Uses and Estates, and in such Manner, as their several undivided Fifth Parts do now stand settled and limited respectively:

And whereas the said several Owners and Proprietors of the said Premises at *Evington* and *Stoughton* aforesaid, did desire and impower the said *Joshua Grundy* and *William Kemp*, to plan and lay out the said Premises at *Evington* and *Stoughton*, into Five equal Lots, Shares, or Divisions; and the said *Joshua Grundy* and *William Kemp*, in Pursuance of the said Desire of the said Owners and Proprietors, did examine and inspect the said Premises, and also a Survey of the same, after which they proceeded to plan out, sever, and divide, the said Premises at *Evington* and *Stoughton* into Five equal Lots, Shares, or Divisions, which are severally specified and described in a certain Schedule or Schedules annexed to the said recited Indenture of Seven Parts, bearing Date the said Twenty-third Day of *October* One thousand Seven hundred and Sixty, and which Five Lots, Shares, or Divisions, are numbered successively 1. 2. 3. 4. 5. and called respectively the First, Second, Third, Fourth, and Fifth Division:

And whereas the said Owners and Proprietors of the said Premises at *Evington* and *Stoughton* aforesaid, have mutually agreed, that the Rents and Payments which are to be made to the said Bishop of *Lincoln* and his Successors, or others, by virtue of the

Premises at
Evington and
Stoughton have
been planned
and laid out into
Five Shares.

Agreement as to
the Bishop's
Lease.

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the said recited Lease, and the Fines and other Expences attending the Renewal of the said Lease, shall, from time to time, be rateably borne and paid by the Proprietors for the Time being of the said respective Lots, in Manner herein after mentioned :

Agreement with
the Vicar.

And whereas it hath also been agreed, by and between the said Owners and Proprietors of the said Premises and the said *George Coulton*, the Vicar of *Evington* aforesaid, that an additional Rent, Pension, or yearly Sum of Four Pounds, over and above the said yearly Sums of Thirty-eight Pounds and Three Pounds respectively, shall be paid to the said Vicar and his Successors for ever; and that the yearly Pension to the said Vicar, so augmented to Forty-five Pounds *per Annum*, shall be severally charged and chargeable upon the Lands and Tenements at *Evington* aforesaid, so to be allotted to the said several Owners and Proprietors upon the said Partition, in equal Parts, Shares, and Proportions (that is to say), the Yearly Payment or Pension of Nine Pounds on each of the said Five Lots respectively :

But although the said intended Partition and Division, and the Provision for the said Vicar and his Successors, would be greatly for the Benefit and Advantage of all the Parties concerned; Yet by reason of the Lunacy of the said *James Tayler*, and the Disabilities of some other of the said Proprietors, the Aid and Authority of an Act of Parliament is necessary to render such intended Partition or Division valid and binding upon the Inheritance of the said Premises; and also for rendering the said Agreement with the said Vicar of *Evington* aforesaid binding on his Successors; and also for other Purposes herein after mentioned;

May it therefore please Your most Excellent MAJESTY,

Commissioners to
divide and allot
the Premises at
Evington and
Stoughton.

That it may be Enacted; And be it Enacted, by the KING's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said *Josua Grundy* and *William Kemp*, and their Successors, be elected in Manner herein after mentioned, shall be Commissioners for the partitioning, dividing, and allotting the said Messuages, Cottages, Farms, Clofes, Lands, Tenements, and Hereditaments, at *Evington* and *Stoughton* aforesaid, and for putting the Act in Execution.

Division to be
according to the
Plan of the
Commissioners.

And it is hereby further Enacted, by the Authority aforesaid, That the said Five Lots, Shares, or Divisions, of the said Premises at *Evington* and *Stoughton* aforesaid, so planned and laid out by the said *Josua Grundy* and *William Kemp* as aforesaid, and so annexed to the said recited Indenture of Seven Parts, bearing Date the Twenty-third Day of *October* One thousand Seven hundred and Sixty as aforesaid, and numbered successively 1. 2. 3. 4. 5. and called respectively, the First, Second, Third, Fourth, and Fifth Division, shall serve as the Foundation of the said intended Partition or Division of the said Premises at *Evington* and *Stoughton* aforesaid into Five Shares.

Premises at
Evington and
Stoughton to be
lotted for.

And, for preventing, as much as may be, all Partiality, or Suspicion of Partiality, in allotting, affixing, and awarding, the said Five Parts or Shares, of and in the said Premises at *Evington* and *Stoughton* aforesaid, to the respective Proprietors intitled thereto, It is hereby further Enacted, by the Authority aforesaid, That the said Commissioners and their Successors, or the major Part of them for the Time being, shall provide Five Tickets, as near as may be of equal Size and Shape, which shall be numbered successively, 1. 2. 3. 4. 5. and entitled respectively the First, Second, Third, Fourth, and Fifth Division, and signed by the said Commissioners and their Successors, or the major Part of them, and shall be then rolled or closed up and sealed, and put into a Hat, Box, or Bason, to be holden by One of the said Commissioners, or any other

other indifferent Person : And then the said *John Edwyn*, in case he be present, shall forthwith proceed to draw One of the said Tickets ; and in case of his Absence, then the said *Mary* his Wife, if she be present, shall forthwith proceed to draw One of the said Tickets ; and in case of the Absence of both of them, or in case both of them be present, and yet shall refuse or neglect to draw One of the said Tickets, or in case only One of them the said *John Edwyn* and *Mary* his Wife be present, and he or she so present shall refuse or neglect to draw One of the said Tickets, then, and in any of the said Cases, any one of the said Commissioners then present shall forthwith proceed to draw One of the said Tickets for them : After which the said *Lebbeus Hambrey*, or *Christian Sharpe* Spinster, shall forthwith proceed to draw One other of the said Tickets, he or she, so drawing, being first authorized and impowered so to do by Writing under the Hand and Seal of the other of them ; or in case One of them only happens to be present at the Time of such Drawing, then he or she so present shall forthwith proceed to draw One of the said Tickets for both of them ; but in case of the Absence of each of them, or in case each of them shall be present, and yet not consent and agree in manner aforesaid, that the one shall draw for the other of them, or in case they shall refuse or neglect to draw One of the said Tickets, then, and in any of the said Cases, any One of the said Commissioners then present shall forthwith proceed to draw One of the said Tickets for them : After which the said *Henry Coleman*, in case he be present, shall forthwith proceed to draw One of the said Tickets ; and in case of his Absence, then the said *Ann* his Wife (if she be present) shall forthwith proceed to draw One of the said Tickets ; and in case of the Absence of both of them, or in case both of them be present, and yet shall refuse or neglect to draw one of the said Tickets ; or in case only One of them the said *Henry Coleman* and *Ann* his Wife shall happen to be present, and he or she who shall be present shall refuse or neglect to draw One of the said Tickets, then, and in any of the said Cases, any One of the said Commissioners then present shall forthwith proceed to draw One of the said Tickets for them : After which the said *John Talbot*, or the Committee or Committees for the Time being of the said *James Tayler*, shall forthwith proceed to draw One other of the said Tickets ; or in his or their Absence, or in case he or they be present, and yet shall refuse or neglect to draw one of the said other Tickets, then any One of the said Commissioners then present shall forthwith proceed to draw One of the said Tickets for him or them, on the Part and Behalf of the said *James Tayler* : After which the said *Samuel Staibam* shall forthwith proceed to draw the other of the said Tickets ; or in his Absence, or in case he be present, and yet shall refuse or neglect to draw the other Ticket, then any One of the said Commissioners then present shall forthwith proceed to draw the said other Ticket for him.

And it is hereby further Enacted, by the Authority aforesaid, That in case any of the said Proprietors of any of the said Five Shares, of and in the said Premises at *Exington* and *Stoughton* aforesaid, shall happen to die or marry, or sell or alien his, her, or their Part, Share, or Division thereof or therein, before the Time appointed for such Lotting or Ballotting as aforesaid, that then the Person or Persons intitled to the Part or Share of such Proprietor or Proprietors so dying or marrying, or selling or alienating his, her, or their Part, Share, or Division thereof or therein as aforesaid, shall be intitled to draw One of the said Five Tickets, in the Place and stead of such former Proprietor or Proprietors of such Share or Division respectively as aforesaid : And in case any such Person or Persons so succeeding to the Part, Share, or Division of such Proprietor or Proprietors, of and in the said Premises at *Exington* and *Stoughton* aforesaid, so dying or marrying, or so selling or alienating his, her, or their Share or Division thereof as aforesaid, shall absent him, her, or themselves, or shall be in his, her, or their Minority or Minorities, at the Time of such lotting and drawing as aforesaid, or shall refuse or neglect, if present, to draw One of the said Tickets, then any One of the said Commissioners then present shall forthwith proceed to draw One

Proviso in case any of the Proprietors shall die, marry, sell, or alien, or be Minors before the Time of Lotting:

of the said Tickets for him, her, or them, so succeeding to such Part or Share as afore said.

Commissioners to
give Notice of the
Time and Place
of Lotting.

And to the Intent that the said Proprietors of the said Premises at *Evington* and *Stoughton* afore said, and such Person or Persons as may or shall become Proprietor or Proprietors thereof before the Time of lotting as afore said, may be duly apprized of the Time and Place of Meeting for such lotting as afore said; It is hereby further Enacted, by the Authority afore said, That the said Commissioners and their Successors, or the major Part of them for the Time being, shall, as soon as conveniently may be after the passing this Act, give and deliver, or cause or procure to be given and delivered, to each of the said Proprietors for the Time being of the said respective Five Shares of and in the said Premises at *Evington* and *Stoughton* afore said, Notice in Writing of the Time and Place of such intended Meeting for such lotting as afore said, such Place to be within Twelve Miles of *Evington* afore said, and such Notice to be signed by the said Commissioners and their Successors, or the major Part of them for the Time being; and the same shall be served on each of the said Proprietors for the Time being of the said Five Shares, or otherwise left at the Place of his, her, or their last most usual Abode or Habitation.

Provided always, That Fourteen Days Notice shall be given of such Time and Place of Meeting; and the serving such Notice on the respective Husband or Husbands of any of the Proprietors for the Time being of the said Premises at *Evington* and *Stoughton* afore said, or leaving the same at his, her, or their last most usual Place of Abode, shall be deemed and taken as full and sufficient Notice to the Wife or Wives of such Proprietor or Proprietors respectively so served therewith, or for whom the same shall be so left as afore said.

Commissioners to
make an Award
of the afore said
Five Shares.

And it is hereby further Enacted, by the Authority afore said, That the said Commissioners and their Successors, or the major Part of them for the Time being, shall, within the Space of Three Months after the said Lotting shall be so finished as afore said, proceed to make an Award, Deed, or Instrument in Writing, under their Hands and Seals, in and by which they shall award and allot One of the said Five Shares or Divisions so numbered 1. 2. 3. 4. 5. as afore said, unto the said *John Edwyn* and *Mary* his Wife, or the Survivor them, or to such Person or Persons who for the Time being shall be rightfully intitled to and claim One of the said Five Shares or Divisions, by, from, or under the said *John Edwyn* and *Mary* his Wife, or one of them, such Division or Lot, to be such and the same as shall correspond to and with the Number of the Ticket so to be drawn by the said *John Edwyn*, or the said *Mary* his Wife, or by One of the said Commissioners so drawing One of the said Tickets for them, or the Survivor of them as afore said, or by the Person or Persons so intitled to the Division or Share of the said *John Edwyn* and *Mary* his Wife, or one of them, of and in the said Premises at *Evington* and *Stoughton* afore said, at the Time of such Lotting as afore said, or by the Commissioner, so drawing One of the said Tickets for such Person or Persons respectively as afore said; and also in and by which said Deed or Instrument the said Commissioners and their Successors, or the major Part of them for the Time being, shall award and allot One other of the said Five Shares or Divisions, so numbered as afore said, unto the said *Lebbeus Humphrey* and *Christian Sharpe* Spinster, or to such Person or Persons as shall or may happen to be rightfully intitled thereto at the Time of such Award as afore said, as claiming by, from, or under, them the said *Lebbeus Humphrey* and *Mary* his late Wife deceased, and the said *Christian Sharpe* Spinster, or any of them, such Part or Lot to be such and the same, as shall correspond to and with the Number of the Ticket so to be drawn by the said *Lebbeus Humphrey*, or the said *Christian Sharpe* Spinster, or by some One of the said Commissioners so drawing One of the said Tickets for them as afore said, or by the Person or Persons so intitled

to the Part, Share, or Division of the said *Lebbeus Humphrey* and *Mary* his late Wife deceased, and the said *Christian Sharpe* Spinster, of and in the said Premises at *Evington* and *Stoughton* aforeaid, at the Time of such Lotting as aforeaid, or by the Commissioner so drawing One of the said Tickets for such Person or Persons respectively as aforeaid; and also in and by which said Deed or Instrument, the said Commissioners and their Successors, or the major Part of them for the Time being, shall award and allot One other of the said Five Shares or Divisions so numbered as aforeaid unto the said *Henry Coleman* and *Ann* his Wife, or the Survivor of them, or to such Person or Persons as shall or may happen to be rightfully intitled thereto at the Time of such Award, as claiming by, from, or under them the said *Henry Coleman* and *Ann* his Wife, or one of them, such Lot or Division to be such and the same as shall correspond to and with the Number of the Ticket so to be drawn by the said *Henry Coleman* or *Ann* his Wife, or by some One of the said Commissioners, so drawing One of the said Tickets for them as aforeaid, or by the Person or Persons so intitled as aforeaid, to the Part or Share of the said *Henry Coleman* and *Ann* his Wife, or one of them, of and in the said Premises at *Evington* and *Stoughton* aforeaid, at the Time of such Lotting as aforeaid, or by the Commissioner so drawing One of the said Tickets for such Person or Persons respectively as aforeaid; and also in and by which said Deed or Instrument the said Commissioners and their Successors, or the major Part of them for the Time being, shall award and allot One other of the said Five Lots or Divisions, so numbered as aforeaid, unto the said *James Tayler*, or to such Person or Persons as shall or may happen to be rightly intitled thereto at the Time of such Award, as claiming the same by, from, or under the said *James Tayler*, such Lot or Division to be such and the same as shall correspond to and with the Number of the Ticket so to be drawn by the said *John Talbot*, or by the Committee or Committees for the Time being of the said *James Tayler*, or by some One of the said Commissioners so drawing One of the said Tickets for him the said *James Tayler* as aforeaid, or by the Person or Persons so intitled as aforeaid to the Part or Division of him the said *James Tayler*, of and in the said Premises at *Evington* and *Stoughton* aforeaid, at the Time of such Lotting as aforeaid, or by the Commissioner so drawing One of the said Tickets for such Person or Persons respectively as aforeaid; and also in and by which said Deed or Instrument the said Commissioners and their Successors, or the major Part of them for the Time being, shall award and allot the other of the said Five Lots or Divisions, so numbered as aforeaid, unto the said *Samuel Statham*, or to such Person or Persons as shall or may happen to be rightfully intitled thereto at the Time of such Award, as claiming by, from, or under him the said *Samuel Statham* and *Susannab* his late Wife, or One of them, such Lot or Division to be such and the same as shall correspond to and with the Number of the Ticket so to be drawn by the said *Samuel Statham*, or by some one of the Commissioners so drawing One of the said Tickets for him the said *Samuel Statham* as aforeaid, or by the Person or Persons so intitled as aforeaid, to the Share or Division of the said *Samuel Statham*, of and in the said Premises at *Evington* and *Stoughton* aforeaid, at the Time of such Lotting as aforeaid, or by the Commissioner so drawing One of the said Tickets for such Person or Persons respectively as aforeaid.

And whereas the said Five Divisions or Shares of the said Premises at *Evington* and *Stoughton* aforeaid, as now planned or laid out, are respectively severed and inclosed with Hedges; It is hereby further Enacted, by the Authority aforeaid, That the outside Hedges or Ring Fence of each of the said respective Lots or Divisions, shall long or appertain to such of the said Lots or Divisions on which such Hedges or Ring Fence shall respectively stand; the Ownership of such Hedges or Ring Fences, to be ever distinguished by there being no Ditch or Dyke on that Side of such Lot or Division to which such Hedge or Fence shall belong, and by the Ditch or Dyke lying on the opposite Side; and the Proprietor or Proprietors for the Time being of such Hedges or Ring Fences, shall, from time to time, and at all times after such Division and

Hedges to go
with Shares.

and Allotment as aforesaid, be obliged to repair, support, and uphold the same, as a sufficient Fence against the Proprietor or Proprietors for the Time being of the adjoining Division or Allotment, lying on that Side of the Hedge or Ring Fence on which the Ditch or Dyke now is.

Money to be paid
in Division, on
Equality of Part
ition.

And it is hereby further Enacted, by the Authority aforesaid, That the Person or Persons to whom the Premises contained in the Division annexed to the said recited Indenture of Seven Parts, and numbered (1.) being the First of the said Five Shares of the said Premises at *Evington* and *Stoughton* aforesaid, shall be allotted and awarded, shall, within One Month after the signing such Award as aforesaid, yield and pay unto such Person or Persons as the said Commissioners and their Successors, or the major Part of them for the Time being, shall nominate and appoint, as Trustees or Trustees for such Person or Persons, as shall become the Proprietor or Proprietors of the Premises contained in the Division annexed to the said recited Indenture of Seven Parts, and numbered (5.) the Sum of One hundred and Three Pounds Twelve Shillings and Five-pence Farthing, of good and lawful Money of *Great Britain*: And in like Manner, the Person or Persons to whom the Premises contained in the Division annexed to the said recited Indenture of Seven Parts, and numbered (2.) being the Second of the said Five Shares or Divisions at *Evington* and *Stoughton* aforesaid, shall be allotted and awarded as aforesaid, shall, within One Month after the signing such said Award, yield and pay unto such Person or Persons as the said Commissioners and their Successors, and the major Part of them for the Time being, shall nominate and appoint, as Trustee or Trustees for such Person or Persons as shall become Proprietor or Proprietors of the Premises contained in the Division annexed to the said recited Indenture of Seven Parts, and numbered (3.) the Sum of Ten Pounds Fourteen Shillings and Three-pence Three-farthings, of like lawful Money of *Great Britain*: And to such Person or Persons as the said Commissioners and their Successors, or the major Part of them for the Time being, shall nominate and appoint, as Trustee or Trustees for the Person or Persons who shall become Proprietor or Proprietors of the Premises, contained in the Division annexed to the said recited Indenture of Seven Parts, and numbered (4.) the Sum of Nineteen Pounds Eleven Shillings and Eleven-pence Farthing, of like lawful Money of *Great Britain*: And to such Person or Persons as the said Commissioners and their Successors, or the major Part of them for the Time being, shall nominate and appoint as Trustee or Trustees for the Person or Persons who shall become Proprietor or Proprietors of the Premises contained in the said other Division, numbered (5.) the Sum of Three Pounds Pounds Twelve Shillings and Seven-pence Halfpenny, of like lawful Money of *Great Britain*: And in case any of the said respective Sums, so to be paid as aforesaid, shall remain unpaid by the Space of Thirty Days next after the same shall be due and awarded as aforesaid, the respective Person or Persons, who shall be intitled as Trustee or Trustees to the said respective Sum or Sums of Money, shall or may make an Entry or Entries into the Division or Allotment, by and out of which the same ought to be paid, as fully and in like manner as it is herein after directed, that the Vicar of *Evington* for the Time being, may make an Entry or Entries for any Arrears of his Annual Payments of Nine Pounds herein after directed to be paid to him.

Partition Money
to be applied.

And it is hereby further Enacted, by the Authority aforesaid, That the Trustee or Trustees, so respectively receiving the said respective Sum or Sums of Money for Equality of Partition as aforesaid, shall first pay and apply the same, or much thereof as shall be needful, in and for the defraying the Share and Proportion of the Party or Parties for whom he or they shall be Trustee or Trustees, of and in the Charge and Expences incident to and attending such Division and Partition of the said Premises, and the obtaining and passing this Act, and other necessary Costs and Expences.

about and concerning the said Premises: And in case there be any Surplus of the said Money remaining (after paying the said Charges and Expences) the same shall, as soon as conveniently may be, be invested by the said Trustee or Trustees thereof, in the Purchase of Lands or Tenements in that Part of *Great Britain* called *England*, and settled to such and the same Uses, as the Lot, Part, Share, or Division, in respect whereof the same shall be received, shall stand limited unto; and until such Purchase shall be made, the said Surplus of the Money so received shall be invested by the said Trustee or Trustees thereof in Bank Stock, or some other Government Security or Securities, and the Interest and Produce thereof shall from time to time go and be paid to such Person or Persons, as would have been intitled to receive the Rents and Profits of any Lands or Tenements to be purchased therewith and settled as aforesaid.

And it is hereby further Enacted, by the Authority aforesaid, That the respective Person or Persons, who shall become Proprietor or Proprietors of any Lot or Division, Lots or Divisions of the said Premises, which shall be liable to any of the said Sums of Money for Equality of Partition as aforesaid, although such Proprietor or Proprietors respectively may happen to be only Tenants in Tail, or for Life, or the Husbands, Guardians, Committees, or Attornies of any such Proprietor or Proprietors, being under Coverture, Minors, or Lunaticks, may, and are hereby enabled, by and with the Consent and Approbation of the said Commissioners and their Successors, or the major Part of them for the Time being, testified in Writing under their Hands and Seals, from time to time, to charge the Share or Division, Shares or Divisions, which shall be assigned and allotted to them the said Owners and Proprietors respectively, with any such Sum or Sums of Money as shall be awarded out of the same for Equality of Partition as aforesaid; and for securing the Repayment of such Sum or Sums of Money, with Interest, to grant, mortgage, lease, and demise, the Share or Division, Shares or Divisions, so to be charged, unto such Person or Persons as shall advance or lend the same respectively, for any Term or Numbers of Years, so as such Grant or Demise be made with a Proviso or Condition to cease and be void, or with an express Trust to be surrendered, when such Sum or Sums of Money thereby to be secured, with the Interest thereof, shall be fully satisfied and paid.

Partition Money may be raised by Mortgage.

And it is hereby further Enacted, by the Authority aforesaid, That in case it shall be found requisite for any of the respective Proprietors or Owners of the said Premises, so intended to be parted and divided as aforesaid, to raise or borrow any Sum or Sums of Money, for the paying and defraying their respective Shares and Proportions of the Charges and Expences of procuring and passing this Act, and the allotting and dividing the aforesaid Premises, and the preparing and inrolling the Award or Awards, Instrument or Instruments, of such Partition or Division of the aforesaid Premises, and other necessary Expences about and concerning the said Premises; then and in such case it shall and may be lawful to and for the said respective Owners and Proprietors, though being Tenants in Tail or for Life only, and to and for the Husbands, Guardians, Committees, or Attornies of any of the said Owners or Proprietors, being under Coverture, Minors, or Lunaticks, by and with the Consent and Approbation of the said Commissioners and their Successors, or the major Part of them for the Time being, testified in Writing under their Hands and Seals, from time to time to mortgage, lease, or charge, all or any Part of the said Messuages, Farms, Clofes, Lands, or Grounds, so to be allotted and awarded to them the said Owners and Proprietors respectively as aforesaid, with any such Sum or Sums of Money as shall be so wanted and borrowed for the Purposes aforesaid, to the Person or Persons so lending the same; so as such Mortgage, Demise, or Charge, be made subject to a Proviso or Condition to cease, determine, and be void, or with an express Trust to be surrendered, when such Sum or Sums of Money thereby to be secured, with the Interest thereof, shall be fully paid and satisfied.

Proprietors may borrow Money to pay the Expences of Partition.

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Mortgages to be good, notwithstanding Incapacities of Parties.

And it is hereby further Enacted, by the Authority aforesaid, That every such Grant, Mortgage, Lease, or Deed, so to be made in pursuance of this Act, shall be good, valid, and effectual in the Law, for the Purposes hereby intended, notwithstanding the Want of legal Title in such Husbands, Guardians, Committees, or Attornies, or in such Tenants in Tail or for Life, or any Settlement, Will, Use, Remainder, or Limitation to the contrary.

The Award of the Five Shares at Evington and Stoughton to be enrolled in Chancery.

And for preventing Differences and Disputes relating to the said Partition or Division of the said Premises at Evington and Stoughton aforesaid, into Five Lots or Divisions as aforesaid; It is hereby further Enacted, by the Authority aforesaid, That, as soon as conveniently may be, after the said Commissioners and their Successors, or the major Part of them, shall have completed and finished the said Partition and Allotment, and shall have made such Award touching the same as aforesaid, such Instrument of Award concerning the said Five Shares or Divisions, of and in the said Premises at Evington and Stoughton aforesaid, shall, within Six Months after the signing and sealing thereof as aforesaid, be enrolled in his Majesty's High Court of Chancery, to the End that Recourse may be the more readily had to the same, which Award or Instrument shall be binding and conclusive unto and upon all the Parties interested in the said intended Allotment and Division, and a Copy thereof, attested by the Officer or Officers, with whom the said Instrument shall be so enrolled, shall, from time to time, and at all Times thereafter, be admitted and allowed, in all Courts whatsoever, as legal Evidence thereof.

Subdivision of One of the Five Shares at Evington and Stoughton.

And it is hereby further Enacted, by the Authority aforesaid, That when the said Premises at Evington and Stoughton shall have been so allotted and divided into Five Parts or Shares as aforesaid, the said Commissioners and their Successors, or the major Part of them for the Time being, shall, with as much convenient Speed as may be, proceed (at the Costs and Expences of the said *Lebbius Humphrey* and *Christian Sharpe* Spinster, or of the Person or Persons who shall, for the Time being, be entitled to their respective Shares) to plan out and divide the several and respective Messuages, Cottages, Homesteads, Clofes, Lands, Grounds, Hereditaments, and Premises included in the Allotment or Division which shall so happen to be allotted and awarded as aforesaid to the said *Lebbius Humphrey* and *Christian Sharpe* Spinster, or to the respective Person or Persons lawfully claiming the same, by, from, or under them, or either of them, into Two equal Moieties or Parts, of which Two Schedules shall be made and ingrossed on Parchment, and numbered respectively (1. 2.) and signed by the said Commissioners and their Successors, or the major Part of them for the Time being; after which, the said Commissioners and their Successors, or the major Part of them for the Time being, shall provide Two Tickets, as near as conveniently may be of equal Size and Shape, which shall be numbered respectively (1. 2.) and signed by the said Commissioners and their Successors, or the major Part of them, and shall be then rolled or closed up and sealed, and put into a Hat, Box, or Balon, to be holden by One of the said Commissioners, or any other indifferent Person; and then the said *Lebbius Humphrey*, or in his Absence, or in case he be present, and yet shall refuse or neglect to draw One of the said Tickets, then any One of the Commissioners then present shall forthwith proceed to draw One of the said Tickets for him; after which the said *Christian Sharpe* Spinster, or in her Absence, or in case she be present, and yet shall refuse or neglect to draw the other of the said Tickets, then any One of the Commissioners then present shall forthwith proceed to draw such other Ticket for her.

Subdivisions to be lotted for.

Commissioners to give Notice of the Time and Place of Meeting, to lot for Subdivisions.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners and their Successors, or the major Part of them, shall (as soon as conveniently may be) after such said first Lotting shall be finished, and the said Award signed, give and deliver, or cause and procure to be given and delivered, to the respective

Proprietors

Proprietors for the Time being, of such Fifth Share or Division, of and in the said Premises at *Evington* and *Stoughton* aforesaid, which shall have been so allotted and awarded to the said *Lebbeus Humphrey*, and *Christian Sharpe* Spinster, or the respective Person or Persons rightfully intitled to and claiming the same, by, from, or under them, or either of them, Fourteen Days Notice in Writing, of such Time and Place of such intended Meeting for such Second Lotting as aforesaid, such Place to be within Twelve Miles of *Evington* aforesaid; and such Notice to be signed and served in like Manner as herein before directed, concerning the Notice herein before directed to be given to the respective Proprietors of the respective Five Divisions, of and in the said Premises at *Evington* and *Stoughton* aforesaid.

And it is hereby further Enacted, by the Authority aforesaid, That in case the said *Lebbeus Humphrey*, and the said *Christian Sharpe* Spinster, or either of them, shall happen to die, or sell or alien his or her undivided Part or Share of and in such Fifth Share or Division of the said Premises at *Evington* and *Stoughton* aforesaid, which shall have been so allotted and awarded to them as aforesaid, or in case the said *Christian Sharpe* Spinster, shall happen to marry before the Time appointed for such Second Lotting as aforesaid; that then, and in any of the said Cases, the Person or Persons, becoming so intitled to the said undivided Part or Share of them the said *Lebbeus Humphrey* or *Christian Sharpe* Spinster, of and in the said Fifth Share or Division of the said Premises at *Evington* and *Stoughton* (or the Husbands, Guardians, or Committees of such of them as may happen to be Feme-coverts, Infants, or Lunatics) shall be intitled to draw One of the said Two Tickets, in the Place or stead of the said *Lebbeus Humphrey*, or *Christian Sharpe* Spinster, to whose undivided Right or Interest in the said Fifth Part or Share in the said Premises at *Evington* and *Stoughton* aforesaid, he, she, or they may happen to succeed; and in case any Person or Persons, so succeeding to the undivided Share or Part of and in such Fifth Part or Share of the said Premises at *Evington* and *Stoughton* aforesaid, so allotted and awarded to the said *Lebbeus Humphrey*, and *Christian Sharpe* Spinster as aforesaid, so dying, or selling or alienating his, her, or their Part or Share as aforesaid, or the said *Christian Sharpe* Spinster so marrying as aforesaid; or if the Husband, Guardian, or Committee of any such Person or Persons, shall absent him or herself at the Time of such Second Lotting as aforesaid, or shall refuse or neglect, if present, to draw One of the said Tickets; then any One of the Commissioners then present shall proceed to draw One of the said Tickets for him, her, or them, so succeeding to such undivided Part or Share of the said Fifth Part or Share of the said Premises at *Evington* and *Stoughton* aforesaid, so allotted and awarded to the said *Lebbeus Humphrey* and *Christian Sharpe* Spinster as aforesaid.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners and their Successors, or the major Part of them for the Time being, shall, within the Space of Three Months after such said Second Lotting shall be so finished as aforesaid, proceed to make an Award, Deed, or Instrument in Writing, under their Hands and Seals, in and by which they shall award and allot One of the said Two Shares or Lots of the said Fifth Part or Share of and in the said Premises at *Evington* and *Stoughton* aforesaid, so numbered respectively (1. 2.) as aforesaid, unto the said *Lebbeus Humphrey*, or to such Person or Persons as shall, for the Time being, be rightfully intitled unto and claim the same, by, from, or under them the said *Lebbeus Humphrey* and *Mary* his late Wife deceased, or One of them; the said Share or Lot to be such and the same as shall correspond to and with the Number of the Ticket so to be drawn by the said *Lebbeus Humphrey*, or by some One of the Commissioners so drawing One of the said Tickets for him as aforesaid, or by the Person or Persons so intitled as aforesaid to such Share or Lot, of and in the said Fifth Part or Share of the said Premises at *Evington* and *Stoughton* aforesaid, at the Time of such Second Lotting as aforesaid, or by the Commissioner so drawing One of the said Tickets for such

Proviso in case any Proprietor die, sell, or marry before the Time of Lotting.

Commissioners to make an Award of Subdivisions.

such Person or Persons respectively as aforesaid : And also in and by which said Deed or Instrument, the said Commissioners and their Successors, or the major Part of them for the Time being, shall award and allot the other of the said Two Shares or Lots, or and in the said Fifth Part or Share of the said Premises at *Evington* and *Stoughton* aforesaid, unto the said *Christian Sharpe* Spinster, or unto such Person or Persons as may happen to be rightfully intituled thereto at the Time of such Award, as claiming the same by, from, or under her the said *Christian Sharpe* Spinster ; the Share or Lot to be such and the same as shall correspond to and with the Number of such other Ticket to be drawn by the said *Christian Sharpe*, or by some One of the Commissioners drawing such other of the said Tickets for her the said *Christian Sharpe*, or by the Person or Persons so intituled to the said Share or Lot of her the said *Christian Sharpe* Spinster, of and in the said Fifth Part or Share of the Premises at *Evington* and *Stoughton* aforesaid, at the Time of such Second Lotting as aforesaid, or by the Commissioner drawing One of the said Tickets for such Person or Persons respectively as aforesaid.

Commissioners to settle the Boundaries of Subdivisions.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners and their Successors, or the major Part of them for the Time being, at the Time of their allotting and awarding the Subdivision of and in One of the said Five Shares of the said Premises at *Evington* and *Stoughton* aforesaid, to the said *Lebbey Humphrey*, and *Christian Sharpe* Spinster, or to such Person or Persons as shall be rightfully intituled thereto at the Time of awarding such Subdivision as aforesaid, shall, in and by such their Award of the said Subdivisions, specify the respective Boundaries between the said Subdivisions, and likewise order and direct in what manner and at whose Expence the same shall be fenced out, and so continued ; which Orders and Directions shall be binding and conclusive on the Proprietors for the Time being of the said Subdivisions.

Lots at Evington and Stoughton to be held in Severalty.

And it is hereby further Enacted, by the Authority aforesaid, That the respective Share or Division of each of the said Proprietors, of and in the said Premises at *Evington* and *Stoughton* aforesaid, when so allotted and awarded as aforesaid, shall from thenceforth be held, for ever after, by them in Severalty, in full Bar of, and Satisfaction and Compensation for, his, her, or their, undivided Part or Share of and in the whole of the said Premises at *Evington* and *Stoughton* aforesaid, and every of any Part thereof.

Saving of the Bishop's Right.

And it is hereby further Enacted, by the Authority aforesaid, That nothing in this Act contained shall impeach, defeat, or prejudice, the Right or Title of the said Right Reverend Father in God *John* the present Lord Bishop of *Lincoln*, or his Successors, or his or their Lessee or Lessees, for the Time being, of the said Rectory or Parsonage Improprate of *Evington* aforesaid, of, in, or to, any Tythes or Dues to the said Parsonage or Rectory of Right belonging, arising, and renewing, or to arise and renew in the Parish of *Evington* aforesaid, or to the peculiar Rights or Appurtenances thereto belonging, or to the Right of the said Bishop of *Lincoln*, or his Successors, to nominate and present to the said Vicarage of *Evington* aforesaid.

Proviso relating to the Bishop's Lease.

And it is hereby further Enacted, by the Authority aforesaid, That the Majority in Value, of the Proprietors for the Time being of the aforesaid Homesteads, Farms, Closes, Lands, and Grounds, at *Evington* aforesaid, shall have full Power and Authority to surrender the present or any future Lease of the said Rectory or Parsonage Improprate, and Rectorial Tythes of *Evington* aforesaid, of which they or any of them, or any Person or Persons in Trust for them or any of them, is or are, or shall or may be seised or possessed ; and also, from time to time, to renew the same, when and so often as they shall see convenient and fitting, and as they can agree with the Bishop of

Lincoln

Lincoln for the Time being, for the Renewal of the same : And if any Proprietor or Proprietors for the Time being of the said Homesteads, Farms, Clofes, Lands, and Grounds, at *Evington* aforesaid, or any Part thereof, shall, after Fourteen Days Notice, or Demand made in Writing, and signed by One or more of the Lessees for the Time being, of the said Rectory or Parsonage Improprate, and Rectorial Tythes thereto belonging, refuse or neglect to pay and contribute his, her, or their, just and rateable Part or Parts, Share or Shares, of and to the annual Rent reserved by the present Lease of the said Rectory or Parsonage Improprate, and the Tythes belonging to the same, or hereafter to be reserved on any future Lease of the same, by the said Bishop of *Lincoln*, or his Successors, or of and to all Payments, Charges, and Outgoings, reserved and made payable by the said present Lease, or to be reserved on or by any future Lease thereof by the said Bishop of *Lincoln*, or his Successors, or of and to any Fine or Fines, or other just and necessary Expence or Expenses, to be paid and expended on the Renewal of any such Lease or Leases by the said Bishop of *Lincoln*, or his Successors ; then, and in such Case, such respective Proprietor or Proprietors of the said Homesteads, Farms, Clofes, Lands, and Grounds, at *Evington* aforesaid, for the Time being, interested in the said Lease, and for refusing or neglecting to pay his, her, or their, Part or Parts, Share or Shares, of and to the said annual Rent, or other Outgoings or Expenses, arising by or from any such Lease or Leases, or by or from any Fine or Fines, paid on the Renewal of any such Lease or Leases as aforesaid, and all and every Person or Persons claiming or to claim any Interest in any such Lease or Leases, by, from, or under such Proprietor or Proprietors, so refusing or neglecting to pay and contribute as aforesaid, shall from thenceforth for ever thereafter be and stand barred and precluded, of and from all Right, Title, and Interest, by and under the said present or any future Lease or Leases of the said Parsonage or Rectory Improprate, and Rectorial Tythes thereto belonging, and also, during the Continuance of the said present Lease, and on the Renewal of every future Lease of the said Parsonage or Rectory, and Rectorial Tythes, by any such said Proprietor or Proprietors of the said Premises at *Evington* aforesaid for the Time being, who shall contribute or pay their rateable Part or Parts, Share or Shares, of the Fine or Fines and Expenses attending such Renewal, and of the annual Rent and Outgoings or other Charges arising by and from such Lease or Leases, and who shall not before have forfeited his, her, or their, Right or Interest therein or thereto, by Non-payment as aforesaid, the Right and Beneficial Interest of such Proprietor and Proprietors in, and Contributor or Contributors to, the said Lease or Leases, and the Rents, Expenses, or Outgoings arising therefrom, for the Time being, shall, from time to time, be proportioned to, and attendant upon, his, her, or their, respective Part or Parts, Share or Shares, in the said Homesteads, Farms, Clofes, Lands, and Grounds, at *Evington* aforesaid : And all Rectorial Tythes or any Sum or Sums of Money in lieu thereof, hereafter to be paid, during the Continuance of the present or any future Lease or Leases of the said Rectory as aforesaid, by any Person or Persons not interested in such Lease or Leases, for or in respect of any Homesteads, Farms, Clofes, Lands, or Grounds, at *Evington* aforesaid, shall go, be, and remain, in Trust for the said respective Proprietors, for the Time being, of such of the said respective Five Shares of the said Premises at *Evington* aforesaid, who shall be interested in such Lease or Leases, the same to be divided amongst them in Proportion to their respective Shares in the said Premises, and their Interest in such said Lease or Leases.

And it is hereby further Enacted, by the Authority aforesaid, That the annual Rent or Sum of Nine Pounds, of lawful Money of Great Britain, shall be issuing and going out of each of the said Five Parts or Lots, whereof Schedules or Terrars are annexed to the said recited Indenture of Seven Parts, and the same shall be paid by the respective Proprietors for the Time being of the Farms, Clofes, Lands, and Grounds, therein respectively contained, unto the said *George Conlton* and his Successors,

fors, Vicars of the said Vicarage or Parish Church of *Evington* aforesaid for the Time being; and the same shall go and be taken in Lieu, Satisfaction, and full Compensation, for all the Vicarial or Small Tythes, or Pensions paid in lieu thereof, and of all other Tythes, Rents, Dues, and Payments, of what Nature or Kind soever, to the Vicar for the Time being of the said Vicarage arising, renewing, increasing, or happening, out of, for, or from, the said Farms, Closes, Lands, and Grounds, at *Evington* aforesaid, particularly mentioned and described in the said Schedule or Terran, and intended to be allotted and divided as aforesaid, or any Part or Parts thereof, or out of, for, or from, the Houses, Gardens, Orchards, and Homesteads, at *Evington* aforesaid, so intended to be divided and allotted as aforesaid, or from the Owners or Occupiers of the said Houses, Gardens, Orchards, or Homesteads, in respect of the same.

Saving Clause of
the Vicar's
Right,

And it is hereby further Enacted, by the Authority aforesaid, That nothing herein contained shall defeat, impeach, or prejudice, the Right or Title of the said *George Coulton*, or his Successors, Vicars for the Time being of *Evington* aforesaid, of, in, or to, any Tythes or Dues arising within or out of any Parts of the Parish of *Evington* aforesaid, other than such Tythes or Dues, for which the said Five several annual Rents of Nine Pounds, amounting in the whole to the annual Rent or Sum of Forty-five Pounds, hereby vested in the said Vicar and his Successors, is hereby declared to be a Recompence or Compensation as aforesaid, nor of, in, or to any Marriage, Burial, Churching, or other Surplice Fees, arising within the said Parish of *Evington* aforesaid.

Vicar may distrain for Rent.

And it is hereby further Enacted, by the Authority aforesaid, That the said Five several annual Rents or Sums of Nine Pounds shall be paid to the said *George Coulton*, and his Successors, Vicars for the Time being of *Evington* aforesaid, in the Porch of the Church at *Evington* aforesaid, by Two half-yearly Payments in every Year, (to wit), on the Twenty-ninth Day of September and the Twenty-fifth Day of March in each Year, the First Payment thereof to begin and be made on the Twenty-ninth Day of September, in the Year of our Lord One thousand Seven hundred and Sixty-one: And in case any of the said annual Rents or Sums of Nine Pounds, or any Part or Proportion thereof, shall be behind or in Arrear by the Space of Thirty Days next after any of the said Days whereon the same ought to have been paid as aforesaid, then and so often, and from time to time, it shall and may be lawful to and for the Vicar of the said Vicarage and Parish Church for the Time being, to enter into such of the said Five respective Parts or Shares, for and in respect of which such yearly Rent or Sum of Nine Pounds, or any Part or Proportion thereof, shall be so behind or in Arrear, and to make Distress of any Goods, Cattle, or Chattels, being in or upon the same, and the Distress and Distresses, from time to time so taken, to lead, drive, carry away, or sell, or otherwise dispose of, for the Recovery of such Rent in Arrear, and all Costs and Expences from time to time attending such Distress and Distresses, in the same Manner as any Landlord is impowered to do, by due Course of Law, for the Recovery of Rent. And if it shall happen that any of the said respective yearly Rents or Sums of Nine Pounds, or any Part or Proportion thereof, shall be behind or in Arrear by the Space of Sixty Days next after any of the said Days hereby limited and appointed for the Payment thereof, and no sufficient Distress be upon the Premises from whence such Arrears shall be due, that then and so often, and from time to time, it shall and may be lawful to and for the Vicar of the said Vicarage and Parish Church for the Time being, into and upon such Premises, in respect whereof such Arrears shall be due, or into and upon any Part thereof, in the Name of the whole of such Fifth Part or Parts in respect whereof such Arrears shall be due, to enter, and to take and receive the Rents of such Fifth Part or Parts, in respect whereof such Arrears shall be so due, to his and their own Use, until thereby and therewith, or otherwise, all Arrears of such

such

such respective Fifth Part, so behind and unpaid, and all Cost, Charges, and Damages, sustained or incurred by reason of the Non-payment thereof, shall be fully paid, satisfied, and discharged.

And it is hereby further Enacted, by the Authority aforesaid, That the Quit Rents or Chief Rents, mentioned in the Schedule annexed to the said recited Indenture of Seven Parts, and specified in the Division therein numbered (4). shall for ever hereafter be severed from the said Manor of *Evington*, and shall go to and vest in the Person or Persons to whom the Premises contained in the said Division numbered (4.) shall be allotted and awarded as aforesaid; and the Proprietor or Proprietors for the Time being of the said Quit Rents or Chief Rents, shall at all times hereafter be intitled to recover the same by Distress or Action, or by such other Ways and Means as the present Proprietors thereof are intitled to recover the same.

Clause relating to Quit Rents.

Provided always, and it is hereby further Enacted, by the Authority aforesaid, That the Manor of *Evington* aforesaid, with the Courts, Seignories, Royalities, Privileges, Prerogatives, Rents, and Services, incident and belonging to the same (other than and except the aforesaid Quit Rents or Chief Rents herein before severed therefrom, and except such Part or Parts of the Waste of the said Manor as is or are included in any of the said Five Lots or Divisions), shall remain in common amongst the said Proprietors thereof, in as full, ample, and beneficial a Manner, to all intents and Purposes, as they now do, may, or can, hold or enjoy the same.

Saving Clause to the Manor of Evington.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners, and their Successors, or the major Part of them, for the Time being, shall, when thereunto requested by all or any of the Proprietors for the Time being of the aforesaid Premises at *Burton Overy* aforesaid, proceed, with as much convenient Speed as may be, to plan and lay out (and also, if required, to survey, or cause to be surveyed), and then to divide the said Premises at *Burton Overy* aforesaid, as near as conveniently they can, into Five equal Parts or Shares, having Respect to the Quality as well as Quantity of the Lands and Grounds so to be parted and divided as aforesaid, of which they shall make out Five Schedules or Terrars, to be respectively signed by the said Commissioners, and their Successors, or the major Part of them, which Schedules or Terrars shall be numbered respectively 1. 2. 3. 4. 5.; after which the respective Premises contained and specified in the said respective Schedules or Terrars last mentioned, shall be lotted and drawn for, and afterwards awarded, in the same Manner, and under and subject to the same Regulations, Restrictions, and Directions, as are herein before particularly mentioned and specified, concerning the said Five Shares or Lots of and in the said Premises at *Evington* and *Stoughton* aforesaid, as fully as if such Regulations and Directions were again here repeated and expressed.

Premises at Burton Overy to be divided by Lot.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners, and their Successors, or the major Part of them for the Time being, shall, within the Space of Three Months next after the said allotting and awarding of the said Five Shares of and in the said Premises at *Burton Overy* aforesaid, proceed in like Manner to plan out and divide (at the Costs and Charges of the said *Lebbeus Humphrey* and *Christian Sharpe* Spinster, or the respective Persons legally claiming by, from, or under them, or either of them), such Fifth Part or Share of and in the said Premises at *Burton Overy* aforesaid, as shall happen to be so allotted and awarded as aforesaid to the said *Lebbeus Humphrey* and the said *Christian Sharpe* Spinster, or the respective Person or Persons legally claiming the same, by, from, or under them, or either of them, into Two equal Parts or Shares, of which they the said Commissioners, and their Successors, or the major Part of them, shall make Two Terrars or Schedules,

One Fifth Share of Premises at Burton Overy to be subdivided.

Schedules, which shall be numbered respectively 1. 2. and signed by the said Commissioners, and their Successors, or the major Part of them; after which the respective Premises contained and specified in the said Two respective Schedules or Terrars last mentioned shall be lotted for, and afterwards awarded, in the same Manner, and under and subject to the same Regulations, Restrictions, and Directions, as are herein before particularly mentioned and specified concerning the said Two Shares or Lots of and in the aforesaid Fifth Part or Share in the said Premises at *Exington and Stoughton* aforesaid, so to be allotted and awarded to the said *Lebbeus Humprey and Christian Sharpe* Spinster, or the respective Person or Persons legally claiming the same, by, from, or under them, or either of them, as aforesaid, as fully as if such Regulations, Restrictions, and Directions, were again here repeated and expressed.

Commissioners
may charge the
Shares at *Burton*
Overy with
Money.

And it is hereby further Enacted, by the Authority aforesaid, That if it shall appear expedient and necessary to the said Commissioners, and their Successors, or the major Part of them, at the respective Times of their dividing, subdividing, and scheduling the said Premises at *Burton Overy* aforesaid, to charge any of the said Lots, Divisions, or Subdivisions, thereof to be made, with the Payment of any Sum or Sums of Money, to any Trustee or Trustees, for the Proprietor or Proprietors for the Time being of any other of the said Lots, Divisions, or Subdivisions, intitled to receive the same; then, and in such Case, the said Commissioners, and their Successors, or the major Part of them, shall, and they are hereby required to specify, in the Schedule or Schedules of such respective Lot, Division, or Subdivision, Lots, Divisions, or Subdivisions, as they shall judge proper should contribute in Money to any other Lot, Division, or Subdivision, Lots, Divisions, or Subdivisions, the respective Sum or Sums of Money which they shall judge proper that such contributory Lot, Division, or Subdivision, Lots, Divisions, or Subdivisions, shall pay, and likewise which of the said other Lots, Divisions, or Subdivisions, shall be intitled to receive such Contribution, and in what Proportion; and they shall in like manner specify, in the Schedule or Schedules of such of the said Lots, Divisions, or Subdivisions respectively, as shall appear to them intitled to receive such Contribution as aforesaid, from which of the respective Lots, Divisions, or Subdivisions, such Contribution shall be received, in order to make such Partition equal; which said Sum or Sums of Money, so to be paid and contributed as aforesaid, shall be raised out of such contributory Lot, Division, or Subdivision, Lots, Divisions, or Subdivisions, in such manner, and at such time, and by such means, as the said Commissioners, and their Successors, or the major Part of them, shall in and by their Award direct and appoint; and the same shall be paid to such Person or Persons as they shall nominate and appoint Trustee or Trustees for the Proprietor or Proprietors of the respective Share, Division, or Subdivision, intitled to receive the same; and the same, when received by such Trustee or Trustees, shall go and be applied, in the First Place, in and towards the paying and defraying the Charges and Expences of the Proprietor or Proprietors of the Share, Division, or Subdivision, Shares, Divisions, or Subdivisions, receiving the same, in and for the obtaining this Act, and making such Division or Partition as aforesaid; and if there be any Surplus remaining of such Money, then the same shall, by Order of the said Commissioners, and their Successors, or the major Part of them, be invested in the Purchase of Lands or Hereditaments, and settled to the same Uses, as the Share so receiving the said Money shall stand limited unto; and until such Purchase can be made, the said Money shall be invested in some of the Public Funds or Government Securities, and the Interest paid to such Person or Persons as would have been intitled to have received the Rents thereof, in case a Purchase had been made therewith as aforesaid: And the Proprietor or Proprietors of any Share, Division, or Subdivision, of the said Premises at *Burton Overy* aforesaid, who shall be liable to pay any Money to the Proprietor or Proprietors of any other Share, Division, or Subdivision, of the same Premises, for Equality of Partition, or the Husbands, Guardians, Committees, or Attor-

nies of any Proprietor or Proprietors, being under Coverture, Minors, or Lunaticks, may, by and with the Consent and Approbation of the said Commissioners, and their Successors, or the major Part of them (testified under their Hands and Seals) borrow the same on a Mortgage, of his, her, or their Part or Share, so liable to pay the same, which Mortgage shall be good and valid for such Money, and remain a Charge upon the said Premises, until the same be duly paid off and discharged.

And it is hereby further Enacted, by the Authority aforesaid, That the respective Share or Division of each of the said Proprietors of the said Premises at *Burton Overy* aforesaid, when so allotted and awarded as aforesaid, shall from thenceforth for ever after be held in Severalty, in full Bar of, and Satisfaction and Compensation for, his, her, or their undivided Share, of and in the whole of the said Premises at *Burton Overy* aforesaid, and every or any Part thereof.

Shares at *Burton Overy* to be held in Severalty, and in Bar of all Right in other Shares.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners, and their Successors, or the major Part of them, shall, if thereto required by any of the Proprietors for the Time being, of any of the said Allotments, Divisions, or Subdivisions, before the Time of making such Award or Awards concerning the same respectively as aforesaid, order or direct any private Roads or Ways to and from any of the said respective Divisions or Subdivisions, or any Part thereof, by or through any other of the said respective Divisions or Subdivisions, or any Part thereof, as to them shall seem meet and fitting.

Commissioners may direct as to private Roads.

And it is hereby further Enacted, by the Authority aforesaid, That all Trees which shall be growing upon any Part of the aforesaid Premises, at the Time of allotting and awarding the said Premises in Five separate Shares, shall go and be held with the Lot or Division, in and upon which the same shall respectively grow.

Trees to go with Shares on which they grow.

Provided always, and it is hereby further Enacted and Declared, by the Authority aforesaid, That nothing in this Act contained shall extend, or be construed, adjudged, or taken to extend, to revoke, make void, alter, or annul, any Will or Wills, Settlement or Settlements, or to prejudice any Person or Persons having any Right or Claim of Dower, Jointure, Portion, Debt, Rent, Out-Rent, Fee-farm-Rent, Incumbrance, or other Demand, out of, upon, or affecting any Messuages, Cottages, Homesteads, Closes, Lands, Tenements, or Hereditaments, so to be divided, allotted, and awarded as aforesaid, or any Part or Parcel thereof respectively; but that each and every Proprietor shall stand and be seised of and in the several Messuages, Cottages, Homesteads, Closes, Lands, Tenements, and Hereditaments, to be allotted and awarded to him, her, or them as aforesaid, by the said intended Division and Allotment as aforesaid, to such and the same Uses, and for such and the same Estates and Interests, and subject to such and the same Wills, Powers, Provisoos, Limitations, Trusts, Charges, Rents, Out-Rents, Fee-farm-Rents, Incumbrances, and Demands, as he, she, or they respectively would have stood seised of, in his, her, or their undivided Part or Share of and in the said Premises, so intended to be allotted and awarded as aforesaid, in case the same had remained undivided and not allotted.

Lots to remain subject to the same Uses and Estates as at present.

And it is hereby further Enacted, by the Authority aforesaid, That the respective Husbands, Guardians, Trustees, Committees, or Attornies, of any Person or Persons, entitled to any of the aforesaid Divisions or Subdivisions, being under Coverture, Minors, Lunaticks, or beyond the Seas, or otherwise incapable by Law to accept such Allotments so to be made as aforesaid, and all and every Person or Persons, being as Guardians, Trustees, Committees, or Attornies, for any such Person or Persons, so incapable as aforesaid, shall be, and are hereby enabled and required to accept thereof, for and to the Use of such Person or Persons so incapacitated as aforesaid;

Husbands, Guardians, Trustees, Committees, or Attornies, may accept Allotments.

and which Acceptance shall be, and is hereby declared to be, as valid and effectual, as if the Person or Persons, for whom the same shall be made, was or were capable of acting for him, her, or themselves; any thing herein contained to the contrary notwithstanding.

Non claim not to
prejudice Persons
under any Dis-
ability.

And notwithstanding, That the Non-claim or Non-acceptance of any Husband, Guardian, Trustee, Committee, or Attorney, or of any Person acting as Guardian, Trustee, Committee, or Attorney, as aforesaid, shall not exclude or in any way prejudice the Claim or Acceptance of any Feme-covert, Infant, Lunatick, or other Person, under such Disability or Incapacity as aforesaid, who shall claim or accept within One Year next after such Disability or Incapacity is removed, or of any Person or Persons entitled as Heir or in Remainder, after the Decease of any Person dying under such Disability or Incapacity, who shall claim or accept within One Year after his, her, or their Right, Title, or Interest, shall have descended or accrued to them.

Charges and Ex-
pences of dividing
how to be re-
covered.

And it is hereby further Enacted, by the Authority aforesaid, That the Charges and Expences of procuring and passing this Act, and all Costs and Charges attending the same, and the Costs and Charges of dividing and allotting the said Premises into Five Shares as aforesaid, and of preparing the several and respective Awards or Instruments thereof, and all other the Charges and Expences of the said Commissioners, and all other necessary Charges and Expences about and concerning the same, shall be paid and defrayed equally, by the respective Proprietors and Owners of the Five Parts or Shares of the aforesaid Messuages, Cottages, Homesteads, Closes, Lands, and Hereditaments, (other than and except the Vicar of the said Vicarage or Parish Church of *Evington* aforesaid) the same to be settled, adjusted, and determined, by the said Commissioners, and their Successors, or the major Part of them for the Time being: And in case any of the Persons aforesaid shall refuse or neglect to pay his, her, or their Share or Proportion, Shares or Proportions, of such Charges or Expences, within the Time to be limited by the said Commissioners, and their Successors, or the major Part of them, to such Person or Persons as they shall appoint to receive the same, then the said Commissioners, and their Successors, or the major Part of them, shall and may, by Warrant under their Hands and Seals, directed to any Person or Persons whatsoever, cause the same to be levied by Distress and Sale of the Goods and Chattels of the Person or Persons so refusing or neglecting to pay the same, rendering the Overplus (if any) on Demand, to the Owner or Owners of such Goods and Chattels, after deducting the Costs and Charges of taking or making such Distress or Distresses, and Sale or Sales as aforesaid; or otherwise it shall and may be lawful to and for the said Commissioners, and their Successors, or the major Part of them, to enter into and upon the Premises so to be allotted to such Person or Persons refusing or neglecting to pay as aforesaid, and to take the Rents and Profits thereof, and thereby or therewith the Share or Proportion, Shares or Proportions, of the said Costs and Charges, to be directed and appointed by the said Commissioners to be paid by such Person or Persons as aforesaid, and also all Costs, Charges, and Expences, occasioned by or attending such Entry upon or Perception of the Rents and Profits of the said Premises, shall respectively be fully paid and discharged.

New Commis-
sioners, how to
be chosen.

And it is hereby further Enacted, by the Authority aforesaid, That in case the respective Proprietors for the Time being of the aforesaid Premises, or any of them, shall think it requisite and necessary, or shall chuse to add to the Number of Commissioners hereby appointed, or in case either of the said Commissioners hereby appointed, or any new Commissioner to be elected in manner herein after mentioned shall die or refuse to act, then the respective Proprietors for the Time being, or the greater Part of them, who shall meet in pursuance of such Notice as is herein after directed, shall, by Writing or Writings under their Hands and Seals, appoint One

more new Commissioner or Commissioners, not interested in the said Premises, either to be added to the Number of Commissioners hereby appointed, or to fill up the Place or Places of such Commissioner or Commissioners as shall happen to die or refuse to act as aforesaid: And every Commissioner, so to be added or appointed, shall have like Power and Authority as either of the Commissioners hereby named and appointed is vested with, or as the Commissioner, in whose Place or Stead he shall succeed, was vested with; provided that Fourteen Days Notice be given in Writing by One or more of the Proprietors for the Time being, to the other Proprietors for the Time being, of the Time and Place of chusing such Commissioner or Commissioners: such Place of chusing to be at *Evington* aforesaid, or within Eight Miles thereof.

Having to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the Vicar for the Time being of the said Vicarage or Parish Church of *Evington* aforesaid, the said *John Edwin* and the said *Mary* his Wife, *Lebbeus Humphrey*, *Christian Sharpe* Spinster, *Henry Coleman* and the said *Ann* his Wife, *James Tayler*, and *Samuel Statbam*, and all other Persons interested in, or intituled to, any of the Premises before mentioned, to whom any Allotment or Appointment shall be made in pursuance of this Act, his, her, and their Heirs, Successors, Executors, and Administrators respectively); All such Estate, Right, Title, and Interest, as they, every or any of them, at or before the Time of passing this Act, had, or could or ought to have had, or enjoyed, in case the same had not been made, in, to, or out of, the said Premises herein before mentioned, so intended to be allotted and divided as aforesaid: But no such other Person or Persons, Bodies Politick or Corporate, his, her, or their Heirs, Successors, Executors, or Administrators, shall have Power to defeat the End and Design of this Act, by avoiding, impeaching, or in any-wise disturbing, any of the said several intended Allotments or Divisions of the said Premises herein before mentioned to be made in pursuance of this Act, or the yearly Rents aforesaid; but he, she, and they, shall be so far bound by this Act, as to accept the several Allotments and Divisions which shall be allotted and assigned by virtue of this Act, in lieu of all such Messuages, Cottages, Homesteads, Closes, Lands, Grounds, or undivided Share or Shares therein, as he, she, or they, shall claim to be intituled to, or would have been intituled to, in case this Act had not been made: And all and every such other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Executors, Administrators, and Successors, shall be intituled to recover such Messuages, Cottages, Homesteads, Closes, Lands, and Grounds, so to be divided and allotted in lieu as aforesaid, and no other, as fully as he, she, or they, would have been intituled to have recovered the Premises, in lieu of which such said intended Allotments and Divisions shall be made and awarded as aforesaid.

General Saving
to the King and
others.

A
C
T

FOR

Rendering Effesual an Agreement for
making a Partition of several Lands,
Tenements, and Hereditaments, in the
County of Leicester, late the Estates of
James Sherard, Doctor of Physick, and
Robert Freeman, Gentleman, deceased,
and for other Purposes therein men-
tioned.